



REQUEST FOR QUOTATIONS
RFQ NO: APC-Guinea-0003-01.1 Amendment #1
PART A: COVER PAGE

ISSUE DATE: May 25, 2017

CLOSING DATE: June 8, 2017, 5:00pm EST

SUBJECT: *Request for quotations for laboratory consumables.*

JSI Research & Training Institute, Inc. (herein referred to as “JSI”) is soliciting proposals for the provision of various medical equipment and accessories as described in this RFQ. These items are being purchased for the JSI/Advancing Partners and Communities (APC) Project, which is funded by the U.S. Agency for International Development (USAID) and is subject to all applicable Federal Financial Rules and Regulations and Provisions 2CFR200.

Please submit your most competitive proposal in accordance with the attached instructions, with all required certifications. Any award issued as a result of this RFQ will be subject to all instructions, certifications, terms and conditions, and specifications included in this RFQ. This solicitation document includes the following parts:

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This document is a request for proposals only, and in no way obligates JSI to make any award. Award(s) made subsequent to this solicitation will be subject to the terms and conditions described herein.

All questions and requests for clarification pertaining to this solicitation must be directed in writing to Xuan-Mai Hua Hurpy (xhurpy@jsi.com) **by June 1, 2017, 5:00pm EST**. No questions will be accepted after this date. All correspondence must reference the above RFQ number.



BACKGROUND OF THE JSI / ADVANCING PARTNERS AND COMMUNITIES (APC) PROJECT

Advancing Partners & Communities is a United States Agency for International Development (USAID) funded project implemented by JSI Research & Training Institute, Inc. (JSI) with partner FHI 360. The project seeks to advance and support community programs in order to improve the overall health of individuals and communities and strengthen health-related indicators. Advancing Partners & Communities provides global leadership for community health systems, mobilization, and community-based programming; executes and manages small and medium-sized grants; and builds the capacity of organizations to manage and implement effective programs through direct technical assistance.

In late May 2015, **Advancing Partners & Communities** received funding from USAID's "Ebola Response and Preparedness" Funds, which were authorized by Congress in December 2014 to address the Ebola Virus Disease (EVD) outbreak in West Africa. In mid-2016, Advancing Partners & Communities (APC) received funding from the Global Health Ebola Team (GHET) of USAID/Washington for the "Ebola Transmission Prevention & Survivor Services" program. This program supports the strengthening of Ebola survivor services in Guinea, Liberia and Sierra Leone in order to reduce or eliminate Ebola transmission from survivors to others, strengthen the capacity of health care providers who work with survivors, reduce stigma and other barriers through knowledge and skills, support information systems related to survivors, and assist with the effective delivery of health care and psychosocial services (including stigma reduction) in response to survivor needs.

Eligible Recipients of Products

Items purchased under this contract are not for use in the United States of America. The product(s) will be donated to the public health system in Guinea. These products may not be used by recipient institutions for resale to commercial institutions or in response to bids on local or international tenders.



PART B: INSTRUCTIONS

A. DEFINITIONS

Offeror: The individual or firm providing proposals for the supplies or services requested under this RFQ.

Buyer: JSI Research & Training Institute, Inc. - Herein referred to as JSI

Vendor: The individual or firm awarded the contract for the services requested under this RFQ.

B. PROPOSAL DEADLINE AND REQUIREMENTS

The Offeror shall submit a proposal addressing the terms and conditions of this RFQ by May 29, 2017, 5:00pm EST by email to Xuan-Mai Hua Hurpy (xhurpy@jsi.com). Attachments should be formatted to print in proper format. Any proposal received after the deadline will be considered non-responsive and may not be evaluated.

The written proposal should not be of excessive length and must contain the following information:

i) Technical Information Requirements

The technical proposal shall show compliance with the technical specifications required in part C of this RFQ, underline any deviation if applicable, and contain at least the following information:

- Detailed product description for each item quoted.
- A picture, product brochure, or catalog for each item would be preferred.
- Certifications such as CE mark, USFDA 510k, ISO 9001:2000 or ISO 13485 or ISO 13488 or EN 46001 approved by standard regulatory bodies in the country of manufacturing should be supplied when applicable.
- Unit approximate dimensions, volume and weight.
- Availability and estimated delivery time.
- Detailed description of warranty, guaranty, and/ or any after sale services provided.
- Place of manufacture.

Note: all goods must be new and are to be “produced” in any country except Cuba, Syria, Iran and North Korea. A commodity is produced when, through manufacturing, processing, or substantial and major assembling of components, a commercially recognized new commodity results that is significantly different in basic characteristics or in purpose or utility from its components.

ii) Cost information requirements

Suppliers must provide quotes in USD. Prices for each item quoted must be listed separately.

Each quote must include the following:

- Offered prices should be based on negotiated INCOTERMS. (Offered prices will be governed by the rules prescribed in the 2010 edition of INCOTERMS published by the International Chamber of Commerce.)

Please quote prices on the following bases:

-Ex Works

and

-DAT to the entry port in Guinea (shipment by air and sea)

and

-DDP to one single location in Conakry, Guinea (shipment by air and sea)

Unit cost (Ex Works and DAT to the entry port in Guinea and DDP to one single location in Conakry, Guinea, by air and sea), quantity, and total cost for each type of items quoted

Transit Insurance

Where the Incoterm defined in the above Prices Section of this RFQ requires the offeror to include transit insurance, the offeror shall provide such insurance in accordance with Article 5 Paragraph H of JSI's Standard General Contract Terms and Conditions. In particular, such insurance shall be provided on the following basis as a minimum:

A. Institute Cargo Clauses (Air/Sea), also referred to as "All Risks", Institute War Clauses (Air/Sea Cargo) and Institute Strikes Clauses (Air/Sea Cargo)

B. Warehouse to warehouse, unless the Incoterms in this RFQ indicate otherwise

C. Coverage shall be 110% of the delivered price of the Contract

D. Please provide details of any deductibles applicable

In the event of a contract the offeror will be required to provide a Certificate of Insurance evidencing the terms of the cover provided.

Insurance, shipping and handling cost for delivery to one central point in Conakry, Guinea (DDP incoterms) and to the entry port in Guinea (DAT incoterms).

Exclusive of VAT

Quote price validity period (minimum of 90 days).

iii) Other

A set of relevant attachments to the proposal which further document or explain the Supplier's approach and qualification, e.g.:

Past Performance references from three previous customers, preferably international NGOs, for supply of similar goods as included in this RFQ. Contact details should be included.

Past Performance in shipping goods to Guinea.

Financial statements of the last 3 years.

Completed and signed certifications regarding debarment and terrorism financing (Part D).

Completed JSI Vendor Profile and Certification Forms.

Offerors who are a small business are particularly encouraged to respond to this RFQ, including businesses classified as small, disadvantaged, women-owned, and/or HUB Zone. All offerors are required to indicate their status as a part of their proposal. The form and instructions for use are attached as a part of this proposal

JSI RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO MODIFY THE REQUEST, TO ALTER THE SELECTION PROCESS IN ANY WAY, TO ASK FOR ADDITIONAL



INFORMATION FROM OFFERORS, TO REJECT ANY AND ALL PROPOSALS AND/OR TO MODIFY OR AMEND THE SCOPE OF THE PROPOSALS SUBMITTED. THE RELEASE OF THIS RFQ IS NOT A COMMITMENT TO AWARD A CONTRACT.

Each Offeror acknowledges and agrees that the preparation of all materials for submission to JSI and all presentations made by the Offeror are at the Offeror's sole cost and expense, and JSI shall not, under any circumstances, be responsible for any cost or expense incurred by an Offeror. All documentation and/or materials submitted with a proposal shall become and remain the property of JSI.

C. AWARD

i. Evaluation of Offers

Offers will be evaluated based on the following criteria:

- Overall responsiveness
- Conformance to all instructions
- Conformance to product specifications
- Product price
- Timeliness of deliveries
- Financial Capacity and Certification of legal business entity in country of operation
- Past Performance

In evaluating offers, JSI will use a best-value approach, and a three-stage evaluation procedure. All offers will be evaluated first on the technical criteria, second on past experience and performance, and third on the offered price. Eligibility for award will be determined on successfully completing all three stages.

· The first evaluation stage, an Offeror has to satisfy the eligibility requirements in the RFQ, and provide all documents requested in this RFQ in order to proceed to the next stage of the evaluation process. JSI will reject any proposal that does not meet eligibility, or that is (1) is not responsive to the terms and conditions, (2) is not signed, (3) is incomplete.

· The second evaluation stage focuses past experience and performance.

· The third evaluation stage is a review of the offered price.

ii. Contract Type

JSI anticipates issuing one or more contract(s) on a Fixed Quantity, Fixed Price basis as per JSI's Standard General Contract Terms and Conditions.

1. Price Guarantee

Prices are governed by the provisions of Article 6 of JSI's Standard General Contract Terms and Conditions.

2. Inspection and Acceptance



Offeror shall only deliver and offer for acceptance those goods that strictly conform to contracted requirements. JSI reserves the right to inspect or test any goods that have been offered for acceptance.

3. Invoicing and Payment

Payment will be made according to Article 7 of JSI's Standard General Contract Terms and Conditions. Invoices and associated proof of delivery (POD) should be addressed to:

John Snow, Inc. (JSI)

Attn: Advancing Partner & Communities

Attn: Xuan-Mai Hua Hurpy – Jeff Sanderson

1616 N. Ft. Myer Drive, 16th Floor

Arlington, Virginia 22209

USA

Invoices and associated POD copies are required to be sent by electronic means to: Xuan-Mai Hua Hurpy (xhurpy@jsi.com) and Jeff Sanderson (jeff_sanderson@jsi.com)

Please be advised that under a Fixed Quantity, Fixed Price Contract the products must be delivered within the quoted total price. Any expenses incurred in excess of the agreed upon amount in the purchase order will be the responsibility of the Vendor and not that of JSI. Therefore, the Offeror is duly advised to provide its most competitive and realistic cost proposal to cover all foreseeable expenses related to supply of the requested items.

D. TERMS OF AWARD

This document is a request for proposals only, and in no way obligates JSI or its donor to make any award. The award made subsequent to this solicitation will be subject to the terms and conditions described herein.

E. PAYMENT TERMS

Payment to the Vendor shall be made on the following basis:

- The Vendor will submit an invoice for payment stating the Purchase Order number and JSI project name
- In case the Vendor is responsible for delivering the items to a specific location, a Proof of Delivery (POD) will be submitted to JSI
- The Vendor will be paid an amount as stated on the Purchase Order upon receipt and acceptance of the services in compliance with the product specifications set forth in the Purchase Order.
- Should the Vendor require payment along other terms and conditions, these will need to be negotiated with JSI prior to final award and issuance of the Contract.
- JSI payment cycle is net 30 days upon receipt and approval of Vendor invoice.

F. DELIVERY TERMS

All items must be delivered within the quoted timeframe at the following address:



-one single location in Conakry, Guinea, under the DDP incoterms

Or

-to the entry port in Guinea, for the Project to take custody of the goods and ensure custom clearance, under the DAT incoterms

G. OFFER VALIDITY

The Offeror's technical and cost proposals must remain valid for not less than 90 calendar days after the deadline specified above. Proposals must be signed by an official authorized to bind the Offeror to its provisions.

H. FINANCIAL RESPONSIBILITY

Offerors must certify in the proposal submitted to the financial viability and resources to complete the proposed activities within the period of performance and under the terms of payment outlined in the requirements. JSI reserves the right to request and review the latest financial statements and audit reports of the anticipated Vendor as part of the basis of the award.

I. NEGOTIATIONS

The Offeror's most competitive proposal is requested. It is anticipated that any award issued will be made solely on the basis of these proposals. However, JSI reserves the right to request responses to additional technical, management and cost questions which would help in decision making. JSI also reserves the right to invite a selection of Offerors to hold a presentation at the JSI office and to conduct negotiations on technical, management, or cost issues prior to the award of a contract. In the event that an agreement cannot be reached with a selected Vendor, JSI reserves the right to enter into negotiations with alternate Offerors for the purpose of making the award.

J. REJECTION OF PROPOSALS

JSI reserves the right to reject any and all proposals received or to negotiate separately with any and all competing Offerors. Offerors whose proposals are not selected will be notified in writing.

K. INCURRING COSTS

JSI is not liable for any cost incurred by Offerors during preparation, submission, or negotiation of an award for this RFQ. The costs are solely the responsibility of the Offeror.

L. CANCELLATION

JSI may cancel this RFQ without any cost or obligation at any time until issuance of the award.

M. REPRESENTATIONS AND CERTIFICATIONS

The proposal shall be accompanied by any requested representations or certifications signed by an authorized official of the Offeror.



PART C: PRODUCT SPECIFICATIONS

JSI is soliciting quotations to supply the items in the electronic attachment to this RFQ called APC-Guinea0003-01.1 A.1 Amndt1-Lab_Consumables_specs.

Offerors are free to compete for all or part of the items listed in the attachment to this RFQ.



PACKAGING AND MARKING

1. Packaging, packing and marking shall be similar or equal to the Offeror's normal and standard commercial packing.
2. Each product must be labeled in English.
3. Packaging:
 - Products must be packed in a corrugated cardboard box (plus Waterproof) and have a handle to ease the transportation and handling.
 - Products must be packed in accordance with the IATA regulations.
 - Bulk packaging: waterproof packages are preferred, but stitched-closed LDPE (low-density-polyethylene) bags will be accepted.
 - Pallets must be shrink-wrapped and ready for dispatch to each of the delivery locations.
4. The USAID logo shown below must be on the three adjacent -sides of the tertiary packaging (outer shipping unit).

<http://www.usaid.gov/branding/>

USAID LOGO





PART D: ATTACHMENTS TO THE RFQ

**The Representations and Certifications attached need to be submitted with the offer.
Non adherence to these requirements may result in disqualification.**



ATTACHMENT 1

Technical Specifications of the requested products:
See the attached electronic document [APC-Guinea0003-01.1 A.1 Amndt1-Lab_Consumables_specs](#)

ATTACHMENT 2



Business Profile and Certification Form

Section to be completed by JSI Staff & e-mailed to Vendor: Select Company:

JSI Staff Name: _____ Ext: _____ JSI Research & Training Institute, Inc.

Vendor Name: _____ John Snow, Inc.

Select where Vendor returns form:

JSI 44 Farnsworth St., Boston, MA 02210, Attn: Controller Or E-Mail: Controller@jsi.com

JSI 1616 N. Fort Myer Dr., 16th Fl, Arlington, VA 22209, Attn: Acctg. Dept. Manager Or E-Mail: Controller@jsi.com

Instructions to Vendor: Complete section A to F and return by mail to address above or scan and E-Mail to: Controller@jsi.com

A. TAX REPORTING NAME: _____

Street Address			
City, State, Zip Code			
Telephone Number		Fax Number	
Email			

B. BUSINESS SIZE (SELECT ONE)

- Large Business
- Small Business SBA Small Business Certified (Attach copy of Certificate)

C. BUSINESS CLASSIFICATION (Check all that apply)

- Alaskan Native corporations (ANC) and Indian Tribes (Attach copy of Certificate)
- Historically Black College or University / Minority Institution (Attach copy of Certificate)
- HUB Zone (Attach copy of Certificate)
- Service-disabled Veteran-Owned (SDVOBE) (Attach copy of Certificate)
- Disadvantaged Business - Include Minority-Owned (MOBE) (Attach copy of Certificate)
- Veteran-Owned (VO) (Attach copy of Certificate)
- Woman-Owned (WBE) (Attach copy of Certificate)
- Minority and Woman-Owned Business Enterprise (MWBE) (Attach copy of Certificate)



D. TYPE OF LEGAL ENTITY (Check all that apply)

<input type="checkbox"/> U.S. Corporation	<input type="checkbox"/> U.S. Individual/Sole Proprietor	<input type="checkbox"/> U.S. Partnership	
<input type="checkbox"/> U.S. Not-for-Profit	<input type="checkbox"/> U.S. Government Agency	<input type="checkbox"/> Foreign Owned/Based	<input type="checkbox"/> Other: _____

E. FEDERAL TAX IDENTIFICATION NUMBER Provide applicable Employer ID or Social Security Number, as appropriate. (In lieu of a W-9):

Employer Identification Number: - - - - - **OR** Social Security Number (for U.S. Individual or Sole Proprietor): - - - - -

DUNS # (9 digits) **(Required)** - - - - -

F. VENDOR CERTIFICATION

By signing below, I certify that: 1) The information presented on this form is complete and accurate, and 2) The individual/company is not subject to backup withholding because it a) is exempt from backup withholdings or b) has not been notified by the IRS that it is subject to backup withholding as a result of failure to report all interest or dividends or c) has been notified by the IRS that it is no longer subject to backup withholding.

Vendor Print Document and Sign – Return by mail to address above or scan and E-Mail: Controller@jsi.com Date _____

Printed Name of Signatory: _____

2016



BUSINESS CLASSIFICATIONS

LARGE BUSINESS:

What is a large business according to the U.S. Government?

A large business is a business concern that does not comply with all components of the definition of a small business as defined by the Small Business Act of 1953.

SMALL BUSINESS:

How does the Small Business Act of 1953 define a small business?

The Small Business Act defines a small business according to the following criteria:

- 1) is independently owned and operated
- 2) is not dominant in its field of operation
- 3) qualifies based on a Small Business Administration (SBA) “Size Standard” for its industry, stated in terms of either average annual receipts or number of employees.

How do I determine whether a business fits within the industry SBA Size Standard?

A business fits within an industry size standard if the value of its average annual receipts or number of employees is equal to or less than the SBA standard for that industry.

The SBA has assigned a size standard to every industry classification provided in the NAICS¹ (North American Industry Classification System). (All industries operating in the US, Canada, and Mexico are classified within this system.) Industry size standards are published in the U.S. Government Federal Code of Regulations, Title 13, Section 121 (13 CFR 121), or can be accessed via the internet at www.sbaonline.sba.gov.

1 NAICS is the North American Industry Classification System. It replaced the Standard Industrial Classification (SIC) on January 1, 1997. Federal Government agencies that collect establishment statistics are required to use NAICS instead of SIC as of October 1st, 2000.

2 Refer to Title 13 of the Code of Federal Regulations, Part 126 (13 CFR 126) for full information regarding HUB Zone classification, and certification requirements.

Size standards for industry classifications are reviewed every five years, to keep up with the changing economy.

What is the SBA’s calculation for average annual receipts?

Gross receipts are averaged over a firm’s latest three completed fiscal years to determine its average annual receipts. “Receipts” means the firm’s gross or total income, plus cost of goods sold, as defined by, or reported on, the Federal Tax Return. If the business has not been in business for 3 completed years then the formula is the average weekly revenue for the period the firm has been in business multiplied by 52 to determine its average annual receipts.

¹ NAICS is the North American Industry Classification System. It replaced the Standard Industrial Classification (SIC) on January 1, 1997. Federal Government agencies that collect establishment statistics are required to use NAICS instead of SIC as of October 1st, 2000.



What is the SBA's calculation for determining number of employees?

The number of employees of a firm is the average number of persons employed for each pay period over the firm's latest 12 months (including part time, temporary employees, or anyone that was under payroll).

SPECIFIC SMALL BUSINESS CLASSIFICATIONS: HUB Zone Small Business, Service-disabled Veteran-owned Small Business, Small, Small Disadvantaged Business, Veteran-owned Small Business, Women-owned Small Business

How does a business qualify as a HUB Zone Small Business ²?

A business qualifies as a HUB Zone Small Business if:

- it has met the requirements for and been certified by, or has a certification application pending with, the Small Business Administration as qualified for federal contracting under the HUB Zone program and the business appears on the SBA's list of HBU Zone small business concerns

How does a business qualify as a Service-disabled Veteran-owned Small Business³?

A business qualifies as a Service-disabled Veteran-owned Small Business if:

- it is at least 51% owned by one or more service-disabled veterans or, in the case of a publicly owned business, at least 51% of the stock is owned by one or more service-disabled veterans
- its management and daily business operations are controlled by one or more service-disabled veterans or, in the case of a veteran with a permanent and severe disability, the spouse or permanent caregiver of such veteran
- it fits the definition of Small Business according to the SBA, as described above

How does a business qualify as a Small Business?

A business classifies as a small business if:

- it fits the definition of Small Business according to the SBA, as described above

How does a business qualify as a Small Disadvantaged Business⁴?

A business qualifies as a Disadvantaged Small Business if:

- it has met the requirements for and been certified by, or has a certification application pending with, the Small Business Administration as qualified for federal contracting as a Small Disadvantaged Business and no material change in disadvantaged ownership and control has occurred since the certification was awarded

How does a business qualify as a Veteran-owned Small Business⁵?

² Refer to Title 13 of the Code of Federal Regulations, Part 126 (13 CFR 126) for full information regarding HUB Zone classification, and certification requirements.

³ Refer to the Federal Acquisition Regulations, Part 19, (FAR 19) for more information regarding Service-Disabled Veteran-owned Small Business classification, and certification requirements.

⁴ Refer to Title 13 of the Code of Federal Regulations, Part 124 (13 CFR 124) for full information regarding Small Disadvantaged Business classification, and certification requirements.

⁵ Refer to the Federal Acquisition Regulations, Part 19, (FAR 19) for more information regarding Veteran-owned Small Business classification, and certification requirements.



A business qualifies as a Veteran-owned Small Business if:

- it is at least 51% owned by one or more veterans or, in the case of a publicly owned business, at least 51% of the stock is owned by one or more veterans
- its management and daily business operations are controlled by one or more veterans
- it fits the definition of Small Business according to the SBA, as described above

How does a business qualify as a Women-owned Small Business⁶?

A business qualifies as a woman-owned small business if:

- it is at least 51% owned by one or more women; or, in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more women
- its management and daily business operations are controlled by one or more women
- it fits the definition of Small Business according to the SBA, as described above

OTHER BUSINESS CLASSIFICATIONS: Historically Black College or University, Minority Institution

What is the definition of a Historically Black College or University⁷

A Historically Black College or University is an institution determined by the [U.S.] Secretary of Education to meet the requirements of 34 CFR 608.2.

What is the definition of a Minority Institution?

A Minority Institution is an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k), including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a).

⁶ Refer to the Federal Acquisition Regulations, Part 19 (FAR 19) for additional information regarding Women-owned Small Business classification, and certification requirements

⁷ Refer to the Federal Acquisition Regulations, Part 26 (FAR 26) for additional information regarding Historically Black Colleges and Universities



ATTACHMENT 3

REQUIRED CERTIFICATION

As a condition of accepting a subcontract under this RFQ, the selected vendor is required to certify to the following mandatory clause:

Prohibition on the Promotion or Advocacy of the Legalization or Practice of Prostitution or Sex Trafficking (Acquisition) (June 2010)

(a) This contract is authorized under the United States Leadership Against HIV/AIDS, Tuberculosis, and Malaria Act of 2003 (Pub.L. No. 108-25), as amended. This Act enunciates that the U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. The contractor shall not use any of the funds made available under this contract to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.

(b)(I) Except as provided in (b)(2) and (b)(3), by its signature of this contract or subcontract for HIV / AIDS activities, a non-governmental organization or public international organization awardee/sub awardee agrees that it is opposed to the practices of prostitution and sex trafficking because of the psychological and physical risks they pose for women, men, and children. [1 0]

10 The following footnote should only be included in awards to Alliance for Open Society International (AOSI), Pathfinder, or a member of GHC or InterAction (with the exception of DKT International, Inc.):

(b)(2) The following organizations are exempt from (b)(I): the Global Fund to Fight AIDS, Tuberculosis and Malaria; the World Health Organization; the International AIDS Vaccine Initiative; and any United Nations agency. (b)(3) Contractors and subcontractors are exempt from (b)(I) if the contract or subcontract is for commercial items and services as defined in FAR 2.101, such as pharmaceuticals, medical supplies, logistics support, data management, and freight forwarding.

(b)(4) Notwithstanding section (b)(3), not exempt from (b)(I) are contractors and subcontractors that implement HIV / AIDS programs under this contract or subcontract by: (i) providing supplies or services directly to the final populations receiving such supplies or services in host countries;

(ii) providing technical assistance and training directly to host country individuals or entities on the provision of supplies or services to the final populations receiving such supplies and services; or (iii) providing the types of services listed in FAR 37 .203(b)(1)-(6) that involve giving advice about substantive policies of a recipient, giving advice regarding the activities referenced in (i) and (ii), or making decisions or functioning in a recipient's chain of command (e.g., providing managerial or supervisory services approving financial transactions, personnel actions).

(c) The following definitions apply for purposes of this provision:

"Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.



"Prostitution" means procuring or providing any commercial sex act and the "practice of prostitution" has the same meaning.

"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act. 22 U.S.C. 7102(9).

(d) The contractor shall insert this provision in all subcontracts.

(e) Any violation of this provision will result in the immediate termination of this award by USAID.

(f) This provision does not affect the applicability of FAR 52.222-50 to this contract.

The Offeror (below named organization or firm) certifies that it has () has not () instituted a policy explicitly opposing prostitution and sex trafficking as required under this Request for Proposal and any possible subsequent subcontract.

Offeror: _____

Authorized Signatory: _____

Print Signatory Name: _____

Title: _____

Date: _____



ATTACHMENT 4

REQUIRED CERTIFICATION

As a condition of accepting a subcontract under this RFQ, the selected vendor is required to certify to the following mandatory clause:

CONTRACTOR CODE OF BUSINESS ETHICS (APR 2010)

In accordance with 2CFR200, CONTRACTOR CODE OF BUSINESS ETHICS (APR 2010) the subcontractor ___ has ___ does not have current active Federal contracts and grants with total value greater than \$5,000,000. The subcontractor ___ is ___ is not a small business. The duration of the subcontract is ___ is not ___ less than 120 days. The subcontractor has ___ does not have ___ a Code of Business Ethics which has been provided to employees. The subcontractor is ___ is not ___ exempt from the Code of Business Ethics. In accordance with the subcontractor's Code of Business Ethics the contractor has ___ does not have ___ a Business Ethics Awareness and Compliance Program that encourages and otherwise promotes a culture of ethical conduct and commitment to comply with the law and an internal control system that prevents and detects criminal conduct. In accordance with the Business Ethics Awareness and Compliance Program the subcontractor does ___ does not ___ provide effective training to employees in this area.

The subcontractor shall disclose, in writing, to the prime contractor and the agency office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the subcontractor has credible evidence that a principal, employee, agent, or subcontractor of the subcontractor has committed a violation of Federal Criminal law involving fraud, conflict of interest, bribery, or gratuity violations in Title 18 of the US Code or a violation of the civil False Claims Act.

Signature

Printed Name

Company Name

Date





ATTACHMENT 5

REQUIRED CERTIFICATION

As a condition of accepting a subcontract under this RFQ, the selected vendor is required to certify to the following mandatory clause:

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

- (a) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.
- (b) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (F APIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:
- (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in-
- (A) The payment of a monetary fine or penalty of \$5,000 or more; or
- (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
- (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.
- (d) The offeror shall enter the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in F APIIS as required through maintaining an active registration in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

Signature

Printed Name



Company Name

Date



ATTACHMENT 6

REQUIRED CERTIFICATION

As a condition of accepting a subcontract under this RF, the selected vendor is required to certify to the following mandatory clause:

52.223.13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

By signing this offer, the offeror certifies that:

- 1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986, (EPCRA) and requirement section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of EPA; or
- 2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (check each block that is applicable)
- 3) () (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
- 4) () (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- 5) () (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification from has been filed with EPA);
- 6) () (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:
 - (A) Major group code 10 (except 1011, 1081, and 1094,
 - (B) Major group code 12 (except 1241)
 - (C) Major group codes 20 through 39.
 - (D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
 - (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (41 U.S.C 6921 et seq.), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
- () (v) The Facility is not located in the United States or its outlying areas.

Signature

Printed Name

Organization and Date



ATTACHMENT 7

REQUIRED CERTIFICATION

As a condition of accepting a subcontract under this RFQ, the selected vendor is required to certify to the following mandatory clause:

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEP 2007)

Please complete OMB Standard Form LLL which is attached and the certification below:

The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to who payments of reasonable compensation were made.

Signature

Printed Name

Company

Date



ATTACHMENT 8

REQUIRED CERTIFICATION

As a condition of accepting a subcontract under this RFQ, the selected vendor is required to certify to the following mandatory clause:

Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010)

This is ___ is not ___ a commercial subcontract. This subcontract is ___ is not ___ for the procurement of off-the-shelf items. The total price of the subcontract is ___ is not ___ greater \$30,000.

The subcontractor or its principals have ___ or have not ___ been debarred, suspended, or proposed for debarment.

Signature

Printed Name

Company Name

Date



ATTACHMENT 9

CERTIFICATION REGARDING TERRORIST FINANCING

Within the following certification the term “JSI” shall be substituted for the term “USAID”.
“Quote/proposal shall be substituted for the term “application.”

CERTIFICATION:

By signing and submitting this certification, the prospective recipient provides the certification set out below:

1. The Recipient, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph 3.

2. The following steps may enable the Recipient to comply with its obligations under paragraph 1:

a. Before providing any material support or resources to an individual or entity, the Recipient will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury’s Office of Foreign Assets Control (OFAC) and is available online at OFAC’s website :

<http://www.treas.gov/offices/eotffc/ofac/sdn/t11sdn.pdf>, or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Recipient.

b. Before providing any material support or resources to an individual or entity, the Recipient also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the “1267 Committee”) [individuals and entities linked to the Taliban, Usama bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Recipient should refer to the consolidated list available online at the Committee’s website: <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>.

c. Before providing any material support or resources to an individual or entity, the Recipient will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.

d. The Recipient also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.

3. For purposes of this Certification:



a. "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials."

b. "Terrorist act" means:

(i) an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: <http://untreaty.un.org/English/Terrorism.asp>);

or

(ii) an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or

(iii) any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.

c. "Entity" means a partnership, association, corporation, or other organization, group or subgroup.

d. References in this Certification to the provision of material support and resources shall not be deemed to include the furnishing of USAID funds or USAID-financed commodities to the ultimate beneficiaries of USAID assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless the Recipient has reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

e. The Recipient's obligations under paragraph 1 are not applicable to the procurement of goods and/or services by the Recipient that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless the Recipient has reason to believe that a vendor or supplier of such goods and services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

This Certification is an express term and condition of any agreement issued as a result of this application, and any violation of it shall be grounds for unilateral termination of the agreement by USAID prior to the end of its term.

VENDOR: _____

Authorized Signatory: _____

Title: _____

Date: _____



ATTACHMENT 10

STANDARD GENERAL CONTRACT TERMS AND CONDITIONS

for

USAID-FINANCED, INTERNATIONAL SUPPLY OF GOODS

(COMMERCIAL ITEMS)

February 2015

[Note: See Article 28 for Definitions of Terms]

1. THE CONTRACT

- A. The Contract consists of the Order Form, these Standard General Terms and Conditions ("SGTCs), and the following Special Contract Terms and Conditions (SCTC's):

-Liquidated Damages for Delay (Appendix A)

-Medical Equipment (Appendix B)

- B. In the event of conflict or inconsistency, the terms of the Order Form shall prevail over the SCTCs and the SGTCs, and the SCTCs shall prevail over the SGTCs.

2. GOODS AND RELATED SERVICES

- A. Vendor agrees to sell the Goods (and perform the Related Services, if any) described on the Order Form, in accordance with the terms stated thereon.



B. The quality of the Goods and Services shall conform in all respects to the requirements of the Contract (including, but not limited to, all required warranties).

C. All Goods (including, but not limited to, materials, parts, components, and sub-assemblies thereof) shall, unless otherwise expressly approved by Buyer in writing, be new, and not used, remanufactured, refurbished or previously disposed as Government surplus; and shall be produced entirely from goods meeting all of the foregoing requirements.

D. Unless otherwise expressly approved by Buyer in writing (based on approval by the Government's Contracting Officer)—

[1] the origin of any of the Goods for which a specific "Origin" is indicated on the Order Form shall be as specified; and

[2] the Goods (including the components thereof), services, sub-vendors or subcontractors shall not be from Cuba, Syria, Iran and North Korea.

E. Notwithstanding any other provision of the Contract, Buyer may do either or both of the following:

[1] prior to shipment of the Goods and the initiation of performance of any Related Services, by written notice to Vendor, cancel in its entirety, or reduce the quantity(ies) of, any individual item(s) of the Goods without charge to Buyer; or

[2] in the event that the USAID Contract is terminated by the Government in whole or in pertinent part after shipment, return to Vendor unused items or quantities of Delivered Goods.

3. PACKING, EXPORT MARKING, PREPARATION FOR SHIPMENT AND PACKAGING

Vendor shall pack and mark the Goods for export as required by the Contract, and by all applicable transportation regulations, carrier tariffs, USFDA/SRA regulations (if any), and sound commercial practice. Without limiting the generality of the foregoing--



- A. All Goods shall be properly prepared for export to withstand exposure to the elements and rough handling during air, sea or land shipment.
- B. Packing must be sufficient to ensure safe arrival at destination, and must fully cover such hazards as extreme temperature, exposure to weather, and open storage. Where appropriate, packing size and weights shall take into consideration the remoteness of the Goods' destination and the absence of heavy handling facilities at some or all points during transit.
- C. Vendor shall be solely responsible for complying with all Cooperating Country laws and sound international practices for the packaging and labeling of the Goods (including, if applicable, hazardous materials safeguards).
- D. Unless otherwise provided on the Order Form, Vendor shall mark each unit of export packaging with the JSI Contract number specified on the Order Form, and shall enclose a packing slip with that number in a secure and durable envelope.
- E. Damage resulting from improper packing, export marking and preparation for shipment shall be for Vendor's account.
- F. No extra charge shall be payable by Buyer for export packaging, crating, boxing, handling, dunnage, drayage, storage, or any other action necessary to comply with the requirements of this clause unless specifically stated in the Contract or otherwise agreed to by Buyer in writing.

4. EXPORT AND TRANSPORTATION CLEARANCES

Vendor's responsibilities in connection with export and transportation clearances depend on the applicable delivery term, as modified by the terms of the Contract.

5. GOODS AVAILABILITY AND DELIVERY

- A. Delivery of the Goods shall be effected on the basis of the Incoterm specified on the Order Form, as such term is defined in Publication No. 620 of the International Chamber of Commerce (Incoterms 2010), as modified by the specific delivery requirements set forth in the Contract. In the event of any conflict or inconsistency between a specific delivery requirement and the relevant Incoterm, the specific delivery requirement shall prevail.



B. Vendor shall make the Goods available for sampling, testing, inspection and/or delivery on or before the Goods Available Date specified on the Order Form.

C. Unless explicitly authorized on the Order Form or otherwise approved by Buyer in writing (under such conditions as Buyer may impose), all items and quantities of the Goods shall be made available at the same time; tender of a portion of the Goods shall not be acceptable. In the event of short/partial tender, in addition to any other rights specified in the Contract, or available in law or in equity, Buyer may, at its sole discretion, either

- [1] reject the Goods in their entirety, in which case Vendor shall promptly pay Buyer upon demand any excess costs of re-procurement;
- [2] deem any quantity of Goods not yet tendered to be rejected, and reduce the Total Contract Price accordingly; or
- [3] authorize Vendor to make up the shortage at a later date.

D. If Vendor tenders any item of the Goods in excess of the quantity called for in the Order Form, such excess quantity shall be treated as being tendered for the convenience of Vendor. Buyer may retain such excess quantity without compensating Vendor therefore, and Vendor waives all right, title, or interest therein.

E. Vendor shall notify Buyer when the Goods are available by sending a Notice of Availability by e-mail to the JSI Contact identified on the Order Form. The notice shall clearly reference the JSI Contract Number, and shall include:

- [1] a Commercial Invoice;
- [2] a Packing List with weights and dimensions;
- [3] if the Goods include pharmaceuticals, a Certificate of Analyses;
- [4] where the delivery term is EXW or FCA, the name of the Vendor representative responsible for collecting the Goods and transferring them to Buyer's nominated carrier, and
- [5] such other information and documents as are specified in the Contract (such as a Certificate of Origin or a Certificate of Pharmaceutical Product), and as Buyer may reasonably request from time to time.

F. Upon receipt of a Notice of Availability—



[1] Where the Contract delivery term is EXW or FCA, within three working days after receipt, Buyer shall endeavor to arrange for the Goods to be collected or give instructions to Vendor for transfer of the Goods to the nominated carrier.

[2] For all other Contract delivery terms, within a reasonable time after receipt, Buyer shall issue an Authorization to Deliver; provided, that if the Contract calls for pre-shipment quality assurance testing, Buyer shall promptly arrange for such testing, and shall issue an Authorization to Deliver promptly upon receipt of the results thereof for all Goods that pass.

G. Upon receipt of an Authorization to Deliver, Vendor shall immediately proceed to complete delivery of the Goods in accordance with the Contract delivery term.

H. Where Vendor is required to arrange shipment, shipments by sea shall be on an FCL/FCL (Full Container Load) basis, and via an American flag carrier, to the extent required by Cargo Preference regulations. Prior to such shipment, or immediately upon availability, Vendor shall send the following original documents by express courier, and PDF copies of those documents by e-mail, to the JSI Contact identified on the Order Form:

- [1] Rated Air Waybill, or ocean Bill of Lading;
- [2] Insurance Certificate (if required by the Contract delivery term);
- [3] Packing List;
- [4] Commercial Invoice;
- [5] any other document included with the Notice of Availability;
- [6] all other proof of delivery documentation as required based upon INCO term;
and
- [7] such other documents as Buyer may reasonably request from time to time.

The Air Waybill (for air shipment) or the Bill of Lading (for ocean shipment) shall be clean, on-board, marked "freight paid" issued by the vessel-owning common carrier, and on a through basis (covering all intermodal and/or inland transportation, if any, to destination). The Certificate of Insurance shall provide all risk marine cargo insurance on terms no less favorable than the Institute Cargo Clause (All Risks), including war risks and strike clauses. The amount of coverage shall be 110% of the delivered price of the Goods, and shall be from Vendor's facility in the country of manufacture to the final destination. Except as otherwise authorized by Buyer, the policy shall name JSI as the insured, and any loss proceeds shall be payable in United States Dollars.



I. Vendor shall advise Buyer of all information concerning the Goods that is pertinent to the transportation and in-country handling and storage (including, but not limited to, any hazardous material indications and any other special handling and storage requirements), and shall be solely responsible for the consequences of any failure to do so.

J. Buyer shall secure any necessary licenses, approvals, permits, and other authorizations, and effectuate the required customs clearance, needed for the importation of the Goods into the country of destination. Vendor shall provide all reasonable assistance toward performance of Buyer's responsibilities. For other than EXW deliveries, Vendor shall also be solely responsible for all costs and risks relating to payment of all duties, taxes, and other official charges assessed on exportation from the country of manufacture and shipment. Any import duties or other exactions assessed by the government of the country of destination, as well as container demurrage/detention and comparable charges shall be for the Buyer's account, except for [a] container demurrage/detention and comparable charges levied in those instances in which Vendor fails to comply with the shipping document delivery schedule as specified in Paragraph H above or has otherwise caused the delays giving rise to such demurrage/detention or comparable charges; and [b] the costs of duties, taxes, and similar official import charges on replacement Goods, when required due to the Goods originally supplied by Vendor having been defective.

6. PRICE

A. The Prices (Unit Prices and extended prices) specified in the Order Form are firm, fixed, all-inclusive total prices covering performance of all of Vendor's obligations under the Contract, including, but not limited to, delivery of the Goods in accordance with the Contract delivery term and performance of all Associated and Related Services; warranty-related costs and charges; packing, packaging and marking costs; the costs of cooperating with sampling, testing, inspection and other quality assurance requirements, when applicable; and any and all other costs and charges of whatever description or amount in connection with, necessary for, or resulting from Vendor's required performance.

B. Vendor certifies that the Price(s) in the Contract represent the lowest price(s) at which Vendor currently sells the Goods under comparable terms and conditions to any of its customers. If during the life of the Contract Vendor sells the Goods to any customer for a lower price, it will promptly inform Buyer and execute an Amendment to the Contract so that such lower price applies to any pending or subsequent Goods delivered hereunder.

C. The Total Contract Price specified on the Order Form shall constitute the maximum ceiling for Buyer's liability to Vendor for any and all reasons whatsoever in connection with or resulting from the Contract.



7. INVOICING AND PAYMENT

A. Invoices and payments shall be in United States Dollars, unless otherwise stated in the Order Form. Invoices and associated proof of delivery (POD) shall be sent to and paid by:

Payment will be made according to Article 7 of JSI's Standard General Contract Terms and Conditions. Invoices should be addressed to:

John Snow, Inc. (JSI)
Attn: Advancing Partner & Communities
Attn: Xuan-Mai Hua Hurpy – Jeff Sanderson
1616 N. Ft. Myer Drive, 16th Floor
Arlington, Virginia 22209
USA

Invoices and associated POD copies are required to be sent by electronic means to: Xuan-Mai Hua Hurpy (xhurpy@jsi.com) and Jeff Sanderson (jeff_sanderson@jsi.com)

B. To constitute a "proper invoice" within the meaning of this Article 7, the invoice shall provide the following information supported by such other documents as are specified in the Order Form:

- [1] Vendor name, invoice date, and delivery date (for Goods) or performance date (for Related Services), as applicable;
- [2] Complete account and bank's SWIFT information if payment by means of electronic funds transfer is preferred;
- [3] JSI Contract number and, if applicable, Order Form number;
- [4] Description of each type of Goods and Related Services included in the invoice, together with the applicable Contract Unit Price, quantity delivered, and extended line item price;
- [5] The Vendor Certification, set forth below, manually signed by an authorized official of Vendor; and
- [6] Such other documentation as may be requested by Buyer in relation to the Goods and/or Related Services.

VENDOR CERTIFICATION

The undersigned hereby certifies that (i) the invoice has been prepared from Vendor's books and records in accordance with the terms of the cited Contract, and to the best of my knowledge and belief, it is correct, the sum claimed is proper and due and has not been claimed or paid before, the Goods have been



delivered and all required Services have been performed, the quantities and prices specified are consistent with the Contract, and all necessary Buyer approvals have been obtained, and (ii) appropriate refund to Buyer will be made promptly upon request in the event of disallowance of any portion of the invoice pursuant to the terms of the Contract by Buyer or the Government.

By: _____

Title: _____

Date: _____

C. Buyer will promptly review invoices and associated POD submitted to determine whether they are proper invoices. Invoices determined to be proper will be paid by Buyer within thirty (30) days of receipt and approval, subject always to Buyer's prior receipt of funds designated for such payment under the USAID Contract. Invoices determined not to be proper will be returned to Vendor, generally within ten (10) business days of submission, with deficiencies noted for correction. In the event that an invoice is submitted which is partly proper and partly not proper, Buyer may, at its sole discretion, either return the entire invoice for correction or make payment of the proper portion and return the portion deemed not to be proper. Notwithstanding the foregoing, Buyer accepts no responsibility for any late payment resulting from Government acts or omissions.

D. Unless otherwise stated in the Order Form, Buyer shall pay Vendor 100% of the Total Contract Price upon delivery. Buyer may request reasonable security for any advance payment(s), in a form and substance acceptable to Buyer and the Government, and with all costs thereof to be for Vendor's account.

E. If payment(s) will be made electronically, Vendor shall be solely responsible for providing Buyer with correct wiring information. All costs and risks arising out of, relating to, or resulting from such wiring shall be borne by Vendor.

8. TITLE AND RISK OF LOSS OR DAMAGE



A. Title to the Goods shall pass in accordance with applicable law

B. Risk of loss or damage to the Goods shall be borne by Vendor and Buyer, respectively,, in accordance with the requirements of the Contract delivery term, except that each Party shall be responsible for any loss or damage if, and to the extent that, such loss or damage is due to that Party's negligent, willful or intentional conduct.

9. VENDOR WARRANTIES

A. All Goods delivered and Services rendered hereunder shall be covered by the Manufacturer's standard international warranty in favor of USAID.

B. In addition and without prejudice to Paragraph A above, Vendor warrants that the Goods and Services delivered and rendered hereunder are merchantable and fit for use for the particular purpose described in the Contract (or, if no such purpose is specifically described, for the purposes for which the Goods or Services, as applicable, are ordinarily used).

C. Vendor also hereby expressly warrants that all Goods (including without limitation their parts) and Services supplied, as applicable:

[1] conform to Contract requirements (including without limitation the description in the Contract and the Specifications), as well as, if one or more specific Cooperating Countries is mentioned in the solicitation or the Contract, the requirements of that Cooperating Country and any other applicable regulatory agencies' requirements, and are free of defects in design;

[2] are free of latent defects (as used herein, defects that meet the following criteria: (a) such defects are not apparent to either Party during customary manufacturing or quality testing and/or inspection; and (b) such defects result solely from defective material, workmanship, or design and are not caused by misuse or misapplication of the Goods);



[3] will, to the extent found to be in breach of any warranty specified in the Contract, be removed, and repaired or replaced, covered by new warranties identical to those that applied to the originally supplied Goods and Services, extending for the longer of [a] the remainder of the original warranty period, or [b] a new warranty period;

[4] ensure that all spares and replacement parts are the same as the original spares and parts unless formally replaced by an improved and Buyer-approved technical equivalent; and

[5] are covered by intellectual property licenses, patents, permissions, or rights which will not infringe the intellectual property rights of any third person, and which, being granted to Buyer and the Government pursuant to the Contract, will be adequate to ensure that they may freely utilize the licenses, permissions and rights free and clear of any claim, encumbrance, lien or interest of any other person or entity, and in all other respects without disturbance or impediment.

D. The period of all warranties set forth in this Article or in any other provision of the Contract shall be as stipulated on the Order Form.

E. If any Goods or Services supplied hereunder are defective or otherwise do not meet the warranties specified herein or otherwise applicable at any time during the warranty period, Buyer may, at its option: (1) reject the affected item(s) and require a full refund or credit; (2) reject the affected item(s) and require prompt correction or replacement (freight prepaid) at Vendor's sole expense; (3) retain it/them at an equitably adjusted price; or (4) require Vendor to provide, if available, corrections in the form of field change order kits (including components, instructions and other necessary materials) from Vendor so that Buyer or its designee may make necessary changes or repairs. Repaired or corrected items shall be subject to the same warranties as if they were new. While returned item(s) are in Vendor's possession and while in transit during return to Vendor and reshipment to or as directed by Buyer, all risks and costs of loss, destruction or damage shall be for Vendor's account.

F. Buyer shall submit warranty claims to Vendor within a reasonable time after discovery of any breach, indicating the nature and date of the claim.



G. Vendor shall promptly correct any problem reported by the Government and/or Buyer by making necessary changes in the Goods or their manufacturing processes so that further Goods to be delivered to the Government and/or Buyer shall be as warranted herein. If Vendor becomes aware of any non-conformance to any warranty relating to the Delivered Goods, Vendor shall promptly notify Buyer thereof in writing.

H. Buyer shall have the right, at any time and from time to time, to stop further deliveries of Goods from Vendor that do not conform to the warranties and other requirements of the Contract, and in such event Buyer shall advise Vendor of Buyer's best identification and assessment of the problems. Further deliveries of Goods shall not be made to Buyer until and unless Vendor has corrected the specified areas of non-conformance in the Goods, or Buyer authorizes in writing the shipment of such Goods pending Vendor's correction. Buyer's actions pursuant to this Paragraph shall not be deemed to constitute a change order, and Vendor shall not be entitled to any compensation due to the delays (if any) associated with or resulting from these actions.

10. SERVICE BULLETINS, RECALLS, AND COUNTERFEITING NOTICES

A. Vendor shall promptly provide the Buyer with any service bulletins, safety notices and recall notices etc. issued by Vendor (or, if Vendor is not the manufacturer, by the Manufacturer) either directly or via the Manufacturer's local agent, if any.

B. Vendor shall promptly provide the Buyer with written notice (including all pertinent particulars) regarding instances that may come to its attention by whatever means of possible counterfeiting, piracy, or unauthorized sales by third parties of diluted, adulterated, impure, misbranded, mislabeled, unsafe, ineffective, inefficacious, or otherwise non-standard items of the same type and brand as the Goods supplied in the Cooperating Countries.

C. Notwithstanding any other provision in the Contract or any other agreement between the Parties, Buyer may disclose this information to appropriate authorities of the U.S. Government or the Cooperating Country governments, as well as others, as deemed necessary in Buyer's sole discretion to perform the USAID Contract, comply with its obligations under applicable law, or otherwise. The obligations under this Article shall continue to apply until the end of the warranty period of all Goods furnished by Vendor pursuant to the Contract.



D. Vendor will provide Buyer or its Quality Assurance designee access, upon request, to information, and any documentation related to product quality complaints, investigations conducted by the manufacturer, or any medical adverse event reports, and/or trends that are directly related to the supplied product.

11. CHANGE ORDERS

Buyer may, at any time or from time to time, by written order specifically designated as a "Change Order," require changes within the general scope of the Contract. Vendor shall perform any such changes so ordered. The authority to order a change is limited to Buyer's Procurement Representative. For purposes of the Contract, the time period for Vendor to assert a right to an equitable adjustment shall be twenty (20) days rather than thirty (30) days. Notwithstanding the existence or pendency of any claim for such an adjustment, Vendor shall diligently proceed with performance of the Contract, as directed by Buyer, and nothing herein shall be construed as relieving Vendor of its obligation to perform, including, without limitation, the failure of the parties to agree upon Vendor's entitlement to, or the amount of, any such adjustment. Failure to do so may be deemed a breach of contract. If Vendor interprets any Buyer communication as a Change Order, but the communication is not specifically designated as a "Change Order," Vendor must secure written confirmation before performing or lose the right to seek any equitable adjustment. Any disagreement between the Parties pursuant to this Article shall be resolved in accordance with the Disputes provision herein.

12. OPTION FOR INCREASED QUANTITY

Unless this is an Indefinite Quantity Delivery type of contract, and if so provided in the Order Form, Buyer may increase the Goods and/or Related Services called for by the quantity and at the unit price(s) specified. Buyer may exercise this additional option by providing written notice to Vendor within the period of time stipulated in the Contract. Delivery of the additional Goods or performance of the additional Related Services, as applicable, shall be subject to the terms and conditions of the Contract, except as the Parties may otherwise agree in writing.

13. TERMINATION, SUSPENSION, AND OTHER REMEDIES



A. Buyer reserves the right to terminate this Contract in whole at any time, or in part from time to time, for its sole convenience. In the event of such termination, Vendor shall immediately stop all work hereunder and shall immediately cause any and all of its sub-vendors, suppliers and subcontractors (including the Manufacturer, if different from the Vendor) to cease work. Subject to the terms of this Contract and to reimbursement of Buyer by the Government, Vendor shall be paid a percentage of the total Contract Price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges Vendor can demonstrate to Buyer's satisfaction using its standard record keeping system, have resulted from the termination. Vendor shall not be required to comply with the Cost Accounting Standards or contract cost principles for this purpose. Vendor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

B. Buyer may also terminate the Contract at any time in whole, or from time to time in part, for cause in the event of default by Vendor (including, but not limited to, any default by Vendor's sub-vendors, suppliers or subcontractors, or by the manufacturer), or if Vendor fails to comply with any Contract term or condition, or fails to provide Buyer, upon request, with adequate assurances of future performance. In the event of termination for cause, Buyer shall not be liable to Vendor for any Goods or Related Services not already delivered, and shall have any and all of the other rights and remedies against Vendor provided by the Contract or by applicable law and regulation.

C. If it is determined that Buyer improperly terminated the Contract for default, such termination shall be deemed a termination for convenience, and Vendor's rights and remedies shall be limited to those stated in Article 13.B. If the termination for default is not improper, in addition to the other rights and remedies provided by the Contract or by applicable law and regulation, Buyer may purchase elsewhere goods similar to those not yet delivered, and Vendor shall pay Buyer any costs that it incurs over the Contract Price (or relevant part thereof).

D. If performance of the USAID Contract is suspended, in whole or in pertinent part, for any reason, Buyer may, by written notice, instruct Vendor to immediately suspend all or any part of its performance. The period of suspension shall extend for up to ninety (90) days from the date of Vendor's receipt of the notice, and may be extended if, and to the extent that, the suspension of the USAID Contract is extended. Before the end of the period, Buyer will either cancel the suspension or terminate the Contract pursuant to Paragraph A or B above. If the suspension is cancelled before it expires, or the suspension period expires without renewal, Vendor shall resume its performance. No additional compensation will be due to Vendor due to the suspension; however, if necessary, Vendor may propose an appropriate adjustment in the performance schedule. In the event of termination, the procedures in Paragraph A or B, as applicable, will be followed.



E. Termination of the Contract shall not affect the existing rights and licenses granted to Buyer or the Government, which shall survive such termination.

F. In the event that Vendor (or the Manufacturer, if Vendor is not also the manufacturer) shall cease conducting that portion of its business which produces, distributes or supports the Goods described herein, Buyer shall have, in order to fulfill its obligations to the Government, such rights to technical data, computer software and any other Vendor-provided information, documentation and materials used in connection with the Goods as are necessary for the continued performance of the USAID Contract. Vendor shall assist Buyer and the Government in every reasonable manner in arranging for the orderly transfer, under such provisions stated herein, of all activities to Buyer or to the designees of either of the foregoing.

G. Notwithstanding termination or suspension in accordance with this article, Vendor shall, unless otherwise specifically instructed in writing by Buyer, continue performance of any not terminated or not suspended portion of the Contract.

14. NOTICES

A. Contract notices shall be in writing; shall clearly reference the JSI Contract Number; shall be manually signed by the notifying Party's authorized representative; shall be e-mailed as a PDF document, mailed postage prepaid or, if sent by recognized express courier, personally delivered; and shall, in all cases, be addressed to the individuals as identified on the Order Form.

B. Contract notices transmitted by facsimile, telegram or telex may be provided as advance copies, provided that an identical copy is promptly transmitted in accordance with Paragraph A above. Notices shall be effective when received, or on the effective date stated in the notice, whichever is later.

15. DISPUTES BETWEEN THE PARTIES ON MATTERS INVOLVING THE GOVERNMENT



Notwithstanding any other provision of the Contract, any action by a cognizant Government official purporting to act within his/her authority under or in connection with the USAID Contract or the present Contract that binds Buyer shall also bind Vendor if, and to the extent that, the action relates to or affects the Contract. If requested by Vendor in writing, Buyer may agree at Vendor's expense to sponsor a claim with Government. Vendor shall reimburse Buyer for all costs incurred by Buyer as a result of sponsoring such a claim, without charge to the Contract.

16. DISPUTES

A. The Parties shall make every reasonable effort to resolve through discussion any dispute between them arising from, or relating to, the Contract. If such efforts are unsuccessful, either Party may refer the matter to arbitration, which shall be the exclusive method of resolving such disputes

B. The arbitration shall be conducted in Boston, Massachusetts, under the supervision of the American Arbitration Association ("AAA") using its Commercial Arbitration Rules (if Vendor is a U.S. entity) or its International Arbitration Rules (if Vendor is a non-U.S. entity), as then in effect, before a single arbitrator appointed in accordance with such rules. The decision of the arbitrator will be in writing, and will contain a statement of reasons; the resulting award shall be final and binding on the Parties and shall be in lieu of any other remedy. Judgment may be entered upon the award in any court of competent jurisdiction.

C. Notwithstanding the pendency of any arbitration proceeding, the Parties shall continue to perform their respective obligations pursuant to the Contract.

17. BUYER'S DISPOSITION RIGHTS

Vis-à-vis Vendor (or the manufacturer, if different from Vendor), Buyer and the Government shall have the right, in their sole discretion, to dispose of the Goods supplied under the Contract in any lawful manner including without limitation donation, use, resale, or re-export. Such disposition shall not require the approval or consent of Vendor, nor shall it be deemed to give rise to any claim by Vendor (or the manufacturer, if different from Vendor) against Buyer or the Government for compensation or otherwise of whatever nature. Buyer will notify Vendor before re-exporting the Goods outside of the Cooperating Countries.



18. COMMUNICATIONS WITH GOVERNMENT

All communications with the Government concerning the Contract or the Project of which the Contract is a part shall be made through Buyer unless otherwise expressly authorized by Buyer. If Vendor is called upon by the Government to communicate concerning the Contract or the Project, Vendor shall notify and consult with Buyer before responding.

19. CONFIDENTIAL INFORMATION AND DISCLOSURE

A. Information which either Party may disclose to the other shall not be deemed to be "Confidential Information" and shall be acquired free from any restriction, unless the information is confidential and/or proprietary to the disclosing Party and:

- [1] if it is disclosed in tangible form, the disclosing Party marks such information as "Proprietary," "Restricted" or "Confidential"; and
- [2] if it is disclosed verbally, the disclosing Party expressly identifies such information as confidential at the time of disclosure and thereafter reduced to tangible form with a copy, prominently marked as aforesaid, delivered to the receiving Party within ten (10) days of the verbal disclosure.

When a writing contains both Confidential Information and non-confidential information, the disclosing Party shall specifically note which information is deemed confidential.

B. Each Party shall exercise the same degree of care to avoid the disclosure, publication or dissemination of the other Party's Confidential Information as it affords to its own Confidential Information of a similar nature which it desires not to be disclosed, published or disseminated. Confidential Information disclosed under the Contract shall only be used by the receiving Party in the furtherance of the Contract and the performance of its obligations hereunder.



C. Neither Party shall be obligated to protect Confidential Information of the other which:

- [1] is rightfully received by the receiving Party from another source without restriction;
- [2] is known to or developed by the receiving Party independently without use of the confidential information;
- [3] is or becomes generally known to the public by other than a breach of duty hereunder by the receiving Party;
- [4] has been or is hereafter furnished by the disclosing Party to others without restriction on disclosure; or
- [5] is known or available to the receiving Party by inspection or analysis of products available in the market.

D. The obligation not to disclose, publish, disseminate or use said Confidential Information shall survive the cancellation, expiration, or termination of the Contract, and shall end five (5) years after the date of receipt of said Confidential Information, except with respect to any Software, for which the obligation shall continue until the occurrence of any of the events listed in Paragraph C, above.

E. Nothing contained herein shall be construed as preventing Buyer from—

- [1] sublicensing or marketing Software or documentation to the Government; or
- [2] disclosing Confidential Information to its affiliated entities, third parties and others in furtherance of the USAID Contract; provided, however, that such affiliated entities, third parties and others agree to protect such information to the extent provided herein.

F. Vendor hereby authorizes Buyer to incorporate Vendor's (and, if Vendor is not also the Manufacturer, the Manufacturer's) Confidential Information in submissions to the Government, on condition that it bears an appropriate restrictive legend.



20. INDEPENDENT CONTRACTOR

The relationship between the Parties pursuant to the Contract is that of independent contractors, and nothing contained herein shall be deemed to create a relationship of partners, joint ventures, agent and principal, employer and employee, or any relationship other than that of independent contractors. At no time shall either Party make any commitments or incur any charges or expenses for or in the name of the other Party.

21. GOVERNING LAWS, REGULATIONS, AND LANGUAGE

A. Vendor shall, in performing its obligations pursuant to the Contract, comply with all applicable statutes, rules, regulations, and executive orders of the Government (including without limitation 2 CFR §200 and 2 CFR §700) as well as all other applicable laws and regulations.

B. The Contract, its making and performance, and the circumstances surrounding all of the foregoing, shall be interpreted in accordance with the laws of the State of Massachusetts in the U.S.A., without regard to its conflicts of law principles.

C. The language governing the Contract, its interpretation, notices, disputes, and any related communications, shall be English.

22. GOVERNMENT-REQUIRED CERTIFICATIONS

Vendor shall furnish to Buyer any certification required by any applicable law, or applicable USAID regulation or policy, in effect on the date the Contract is issued or thereafter enacted. As used in this Article, the word "certification" shall include, but not be limited to, any plan or course of action or record keeping function, representation or document of similar tenor.



23. PROBITY

A. Vendor shall strictly ensure that Vendor and its officers, directors, employees, agents, representatives, consultants and subcontractors avoid—

- [1] any action in violation of (or that might reasonably be considered to be in violation of) U.S. Government or other applicable laws, regulations, rules and policies relating to ethics, integrity and proper business practices; and
- [2] any corrupt practice (including without limitation the offering, giving, receiving or soliciting of anything of value to influence the action of any public official or any officer, employee or director of Buyer or Vendor) or fraudulent practice (including without limitation misrepresentation of facts to influence a procurement action or Contract execution or administration), to the actual or potential detriment of Buyer, the Government, or the Cooperating Countries.

B. If an issue should arise concerning compliance with this Article, Vendor shall immediately provide Buyer with written notice describing the issue, all pertinent facts as known on the date of the notice, any conclusions reached by Vendor as of that date, and any corrective actions proposed. Failure to respond aggressively and appropriately to such issues may be treated by Buyer as a material breach of the Contract. Vendor shall indemnify and hold Buyer harmless for any costs, delays, losses, damages or other liabilities (including, but not limited to, reasonable costs and fees of attorneys and expert consultants and costs and fees incurred in connection with Government investigations) incurred by Buyer as a result of any occurrences covered by this Article, or any allegations relating to purported occurrences of this nature.

24. INDEMNITIES

A. Vendor shall indemnify and hold harmless Buyer (including its officers, directors, employees and agents) and the Government from and against all claims, damages, losses and expenses with respect to the death, injury or disability of any persons and damage to or destruction of any property (including without limitation any loss of use, and any product liability or similar claim, in or under the laws of any of the Cooperating Countries or other applicable law)



arising out of, resulting from or connected in any way with the performance of the Contract by Vendor or Vendor's employees, the Manufacturer (if different from Vendor), other sub-vendors and subcontractors, or their respective officers, directors, employees and agents; provided, that the Goods are used and stored in a manner consistent with any manufacturer recommendations specifically noted by Vendor in its offer and expressly incorporated by Buyer into the Contract.

B. Vendor shall, at its own expense, defend all suits or claims (whether or not false, fraudulent or groundless) by third parties alleging such injury or damage and shall pay all reasonable charges of attorneys, court costs, awards and all other costs and expenses in connection therewith. This provision shall survive the cancellation, expiration or termination of the Contract.

C. Vendor shall indemnify Buyer (including its officers, directors, employees and agents) and the Government) against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any U.S. or foreign patent, trademark, or copyright, arising out of the performance of the Contract; provided that Vendor is reasonably notified of such claims and proceedings.

D. Buyer shall give Vendor prompt written notice of—

[1] any claim by a third party, or

[2] any action or proceeding (including without limitation any Government investigation or inquiry)

potentially involving one of the indemnities set forth above. Upon receipt of such notice, Vendor shall promptly assume the defense thereof, including the employment of counsel reasonably satisfactory to Buyer, and shall be solely responsible for the payment of all fees and expenses incurred in connection with such defense. Notwithstanding the foregoing, Vendor shall not, without Buyer's approval, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff a release, in form and substance satisfactory to Buyer, from all liability with respect to such claim or litigation.

25. RELEASE OF INFORMATION



Any Vendor news release, public announcement, advertisement or publicity concerning the Contract or the USAID Contract will be subject to prior written approval of Buyer. Vendor shall not disclose any information relating to the Contract to any person not authorized by Buyer or the Government to receive it.

26. NOTICE OF DELAY OR IMPEDIMENT

Whenever any occurrence is delaying or impeding, or threatening to delay or impede, Vendor's timely and successful performance under the Contract, Vendor shall promptly give notice thereof, including all relevant information with respect thereto, to Buyer.

27. RETURN UPON COMPLETION

Upon completion of performance of the Contract, on request, Vendor shall promptly return to Buyer all Specifications, plans, drawings, patterns or samples - - and all copies of any of the foregoing. All of the items referred to in the preceding sentence shall be and remain, at all times, Buyer's sole property.

28. DEFINITIONS OF TERMS

When used in the Contract, the following terms, whether or not capitalized, shall have the meanings indicated:

- [1] Amendment means a writing signed by the Parties, designated as an "Amendment" and sequentially numbered, modifying the provisions of the Contract;
- [2] Associated Services means Services that are not separately priced in the Contract, but rather are deemed to be included in the Prices of the Goods with which they are associated;



- [3] Buyer means JSI Research & Training Institute, Inc. (JSI), acting on behalf of USAID;
- [4] Buyer's Procurement Representative means the individual natural person, designated as such by Buyer with written notice to Vendor;
- [5] Contract means all the documents listed in Article 2 of the Contract Form, as amended from time to time.
- [6] Cooperating Country means the country or countries in which Goods will be distributed and/or Services provided, as listed in the Contract Form;
- [7] Delivery means goods delivered in accordance with the applicable term as defined by Incoterms 2000, as modified by the Contract.
- [8] Goods means all items (including, but not limited to, supplies, equipment, parts, materials), together with all Associated Services that are not separately priced on the Contract, described in the Contract and strictly conforming in all respects to the requirements of such Contract;
- [9] Government means the U.S. Government (unless otherwise stated, represented by the U.S. Agency for International Development), acting in its contractual capacity;
- [10] Order Form means a Purchase Order, an Order Form for a Firm Fixed Price Contract, or a Delivery Order;
- [11] Party means either Buyer or Vendor individually (collectively, the "Parties");
- [12] Pharmaceutical means any substance intended for use in the diagnosis, cure, mitigation, treatment or prevention of diseases in humans or animals; any substances (other than food) intended to affect the structure or any function of the body of humans or animals; and, any substance intended for use as a component in the above. The term includes drugs, vitamins, oral rehydration salts, biologicals, and some in-vitro diagnostic reagent/test kits; but does not include devices or their components, parts, or accessories;
- [13] Price, except as may otherwise be specifically stated, means the Total Contract Price stated on the Order Form (covering all Goods described on the Order Form, all Associated Services necessary to perform Vendor's obligations pursuant to the Contract, and any Related Services, together with the prices of all Goods included in any option exercised pursuant to Article 11;
- [14] Related Services means services (if any) specifically described and priced separately from the Goods as a Line Item on the Order Form;
- [15] Unit Price means the price indicated in the Order Form covering, as applicable, [a] each item of the Goods, along with any Associated Services, or [b] Related Services;
- [16] USAID means the U.S. Agency for International Development;
- [17] USAID Contract means the Cooperative Agreement between USAID and Buyer (as modified from time to time); and
- [18] Vendor means the legal entity to which the Contract is issued.



29. OFFSETS

A. At any time, or from time to time, Buyer reserves the right to deduct, or cause to be deducted, from any payment(s) otherwise due to Vendor, whether in connection with the Contract or any other agreement, all or any part of any amount that Buyer determines is owed to Buyer by Vendor.

B. Buyer will use this authority cautiously and fairly, providing advance written notice and an opportunity to comment whenever doing so is deemed practicable in Buyer's sole discretion. If prior notice is deemed impracticable, Buyer will give notice subsequently.

30. NON-WAIVER

Buyer's failure to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of the Contract or to exercise any right hereunder, shall not be construed as a waiver of the future performance of any such term, covenant or condition or the future exercise of such right.

31. SEVERABILITY

If any provision of the Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall continue in full force and effect as if the Contract had been executed with the affected provision eliminated.

32. SURVIVAL OF PROVISIONS



In addition to the rights and obligations which survive as expressly provided for elsewhere in the Contract, the other provisions which by their nature should survive shall survive and continue after any termination or cancellation of the Contract.

33. ASSIGNMENT

Vendor shall not assign or transfer, in whole or in part, any of its rights or duties under the Contract, or any of the monies due or to become due hereunder, without Buyer's prior written consent. Any assignment or transfer entered into by Vendor without such consent shall be null and void as against Buyer unless thereafter ratified by Buyer in writing.

34. LIMITATION ON DAMAGES

If a claim for damages or a right to any other form of relief, based on contract, indemnity, negligence or otherwise should arise in connection with the Contract, the claiming Party shall take all necessary measures to mitigate the damages or loss, to the extent that this can be accomplished without unreasonable cost or inconvenience. In no event shall any such claim or relief include or permit recovery of exemplary or consequential damages, however described.

35. EXCLUSIVE AGREEMENT

The Contract is the exclusive agreement between Buyer and Vendor pertaining to the subject matter hereof. It supersedes all prior agreements, understandings, communications, negotiations and discussions, whether oral, written or electronic. No purported trade usage, custom, course of dealing or verbal statements of any kind shall be binding on Buyer

36. VENDORS WHO ARE NOT THE MANUFACTURERS OF THE GOODS



Vendors who are not also the Manufacturers of the Goods being supplied shall fully comply with the requirements of the Contract themselves. In addition, they shall also be responsible for requiring the actual Manufacturers to comply with the extent specified in the Contract or otherwise as necessary to ensure Vendors' own compliance.

37. ACCESS TO RECORDS

Buyer, USAID, The Comptroller General of the United States, or any of their duly authorized representatives, shall have access to and the right to examine any of Vendor's directly pertinent records involving transactions related to the Contract. Vendor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit or reproduction, until three (3) years after final payment under the Contract (or, if the Contract is terminated in whole or in part, for three (3) years after any resulting final termination settlement). Records relating to disputes shall be made available until such disputes are finally resolved. As used in this paragraph, "records" includes books, documents, accounting procedures and practices, and other data, regardless of form. This does not require Vendor to create or maintain any record that Vendor does not maintain in the ordinary course of business or pursuant to a provision of law.

38. NONDISCRIMINATION (JUNE 2012)

No U.S. citizen or legal resident shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination on the basis of race, color, national origin, age, disability, or sex under any program or activity funded by this award when work under the grant is performed in the U.S. or when employees are recruited from the U.S.

Additionally, USAID is committed to achieving and maintaining a diverse and representative workforce and a workplace free of discrimination. Based on law, Executive Order, and Agency policy, USAID prohibits discrimination, including harassment, in its own workplace on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, disability, age, veteran's status, sexual orientation, genetic information, marital status, parental status, political affiliation, and any other conduct that does not adversely affect the performance of the employee. In addition, the Agency strongly encourages its recipients and their sub recipients and vendors (at all tiers), performing both in the U.S. and overseas, to develop and enforce comprehensive nondiscrimination policies for their workplaces that include protection for all their employees on these expanded bases, subject to applicable law.

39. USAID ELIGIBILITY RULES FOR GOODS AND SERVICES (JUNE 2012)



i. This provision is not applicable to commodities or services that the recipient provides with private funds as part of a cost-sharing requirement, or with Program Income generated under this award.

ii. Ineligible and Restricted Commodities and Services:

- (1) Ineligible Commodities and Services. The recipient must not, under any circumstances, procure any of the following under this award:
 - (i) Military equipment,
 - (ii) Surveillance equipment,
 - (iii) Commodities and services for support of police or other law enforcement activities,
 - (iv) Abortion equipment and services,
 - (v) Luxury goods and gambling equipment, or
 - (vi) Weather modification equipment.
- (2) Ineligible Suppliers. Any firms or individuals that do not comply with the requirements in Standard Provision, “Debarment, Suspension and Other Responsibility Matters” and Standard Provision, “Preventing Terrorist Financing” must not be used to provide any commodities or services funded under this award.
- (3) Restricted Commodities. The recipient must obtain prior written approval of the Agreement Officer (AO) or comply with required procedures under an applicable waiver, as provided by the AO when procuring any of the following commodities:
 - (i) Agricultural commodities,
 - (ii) Motor vehicles,
 - (iii) Pharmaceuticals,
 - (iv) Pesticides,
 - (v) Used equipment,
 - (vi) U.S. Government-owned excess property, or
 - (vii) Fertilizer.

iii. Source and Nationality:

Except as may be specifically approved in advance by the AO, all commodities and services that will be reimbursed by USAID under this award must be from the authorized geographic code specified in this award and must meet the source and nationality requirements set forth in 22 CFR 228. If the geographic code is not specified, the authorized geographic code is 937. When the total value of procurement for commodities and services during the life of this award is valued at \$250,000 or less, the authorized geographic code for procurement of all goods and services to be reimbursed under this award is code 935. For a current list of countries within each geographic code, see:<http://www.usaid.gov/ads/policy/300/310>.

iv. Guidance on the eligibility of specific commodities and services may be obtained from the AO. If USAID determines that the recipient has procured any commodities or services under this award contrary to the requirements of this provision, and has received payment for such purposes, the AO may require the recipient to refund the entire amount of the purchase.



- v. This provision must be included in all sub awards and contracts which include procurement of commodities or services.

40. DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (JUNE 2012)

The Vendor certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any Federal department or agency.

41. PREVENTING TERRORIST FINANCING -- IMPLEMENTATION OF E.O. 13224 (AUGUST 2013)

i. The Vendor must not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at: <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>) or the United Nations Security designation list (online at: http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml).

ii. This provision must be included in all sub awards and contracts issued under this award.

42. OCEAN SHIPMENT OF GOODS (JUNE 2012)

a. Prior to contracting for ocean transportation to ship goods purchased or financed with USAID funds under this award, the recipient must contact the office below to determine the flag and class of vessel to be used for shipment:

U.S. Agency for International Development,

Bureau for Management



Office of Acquisition and Assistance, Transportation Division

1300 Pennsylvania Avenue, NW

Washington, DC 20523

Email: oceantransportation@usaid.gov

b. This provision must be included in all sub awards and contracts.

43. TRAFFICKING IN PERSONS (JULY 2015)

- a. The recipient, sub awardee, or contractor, at any tier, or their employees, labor recruiters, brokers or other agents, must not engage in:
- (1) Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this award;
 - (2) Procurement of a commercial sex act during the period of this award;
 - (3) Use of forced labor in the performance of this award;
 - (4) Acts that directly support or advance trafficking in persons, including the following acts:
 - i) Destroying, concealing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - ii) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - a) exempted from the requirement to provide or pay for such return transportation by USAID under this award; or
 - b) the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;
 - iii) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - iv) Charging employees recruitment fees ; or
 - v) Providing or arranging housing that fails to meet the host country housing and safety standards.
- b. In the event of a violation of section (a) of this provision, USAID is authorized to terminate this award, without penalty, and is also authorized to pursue any other remedial actions authorized as stated in section 1704(c) of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013).



- c. For awards that exceed an estimated value of \$500,000, the recipient must submit to the Agreement Officer, the annual "Certification regarding Trafficking in Persons, Implementing Title XVII of the National Defense Authorization Act for Fiscal Year 2013" as required prior to this award, and must implement a compliance plan to prevent the activities described above in section (a) of this provision. The recipient must provide a copy of the compliance plan to the Agreement Officer upon request and must post the useful and relevant contents of the plan or related materials on its website (if one is maintained) and at the workplace.
- d. The recipient's compliance plan must be appropriate to the size and complexity of the award and to the nature and scope of the activities to be performed. The plan must include, at a minimum, the following:
 - (1) An awareness program to inform employees about the trafficking related prohibitions included in this provision, the activities prohibited and the action that will be taken against the employee for violations.
 - (2) A reporting process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking, including a means to make available to all employees the Global Human Trafficking Hotline at 1-844-888-FREE and its e-mail address at help@befree.org.
 - (3) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging of recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.
 - (4) A housing plan, if the recipient or any sub awardee intends to provide or arrange housing. The housing plan is required to meet any host-country housing and safety standards.
 - (5) Procedures for the recipient to prevent any agents or sub awardee at any tier and at any dollar value from engaging in trafficking in persons activities described in section a of this provision. The recipient must also have procedures to monitor, detect, and terminate any agents or sub awardee or sub awardee employees that have engaged in such activities.
- e. If the Recipient receives any credible information from any source that alleges that the recipient, contractor, sub awardee, or agent has engaged in any of the prohibited activities identified in this provision, the recipient must immediately notify the cognizant Agreement Officer and the USAID Office of the Inspector General; and must fully cooperate with any Federal agencies responsible for audits, investigations, or corrective actions relating to trafficking in persons.
- f. The Agreement Officer may direct the Recipient to take specific steps to abate an alleged violation or enforce the requirements of a compliance plan.
- g. For purposes of this provision, "employee" means an individual who is engaged in the performance of this award as a direct employee, consultant, or volunteer of the recipient or any sub recipient.
- h. The recipient must include in all sub awards and contracts a provision prohibiting the conduct described in a(1)-(9) by the sub recipient, contractor or any of their employees.

44. PILOT PROGRAM FOR ENHANCEMENT OF GRANTEE EMPLOYEE WHISTLEBLOWER PROTECTIONS (SEPTEMBER 2014)

The requirement to comply with and inform all employees of the "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections" is retroactively effective for all assistance awards and sub awards (including subcontracts) issued beginning July 1, 2013.



The Grantee must:

1. Inform its employees working under this award in the predominant native language of the workforce that they are afforded the employee whistleblower rights and protections provided under 41 U.S.C. § 4712; and
2. Include such requirement in any sub award or subcontract made under this award.

41 U.S.C. § 4712 states that an employee of a Grantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing." In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

Whistleblowing is defined as making a disclosure "that the employee reasonably believes" is evidence of any of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract or grant (including the competition for, or negotiation of, a contract or grant).

To qualify under the statute, the employee's disclosure must be made to:

- A Member of the U.S. Congress, or a representative of a U.S. Congressional Committee;
- A cognizant U.S. Inspector General;
- The U.S. Government Accountability Office;
- A Federal employee responsible for contract or grant oversight or management at the relevant agency;
- A U.S. court or grand jury; or,
- A management official or other employee of the Grantee who has the responsibility to investigate, discover, or address misconduct.

45. VOLUNTARY POPULATION PLANNING ACTIVITIES – SUPPLEMENTAL REQUIREMENTS (JANUARY 2009)

a. Voluntary Participation and Family Planning Methods:

(1) The recipient agrees to take any steps necessary to ensure that funds made available under this award will not be used to coerce any individual to practice methods of family planning inconsistent with such individual's moral, philosophical, or religious beliefs. Further, the recipient agrees to conduct its activities in a manner which safeguards the rights, health, and welfare of all individuals who take part in the program.

(2) Activities which provide family planning services or information to individuals, financed in whole or in part under this agreement, must provide a broad range of family planning methods and services available in the country in which the activity is conducted or must provide information to such individuals regarding where such methods and services may be obtained.



b. Requirements for Voluntary Family Planning Projects

- (1) A family planning project must comply with the requirements of this paragraph.
- (2) A project is a discrete activity through which a governmental, nongovernmental, or public international organization provides family planning services to people and for which funds obligated under this award, or goods or services financed with such funds, are provided under this award, except funds solely for the participation of personnel in short-term, widely attended training conferences or programs.
- (3) Service providers and referral agents in the project must not implement or be subject to quotas or other numerical targets of total number of births, number of family planning acceptors, or acceptors of a particular method of family planning. Quantitative estimates or indicators of the number of births, acceptors, and acceptors of a particular method that are used for the purpose of budgeting, planning, or reporting with respect to the project are not quotas or targets under this paragraph, unless service providers or referral agents in the project are required to achieve the estimates or indicators.
- (4) The project must not include the payment of incentives, bribes, gratuities or financial rewards to (i) any individual in exchange for becoming a family planning acceptor or (ii) any personnel performing functions under the project for achieving a numerical quota or target of total number of births, number of family planning acceptors, or acceptors of a particular method of contraception. This restriction applies to salaries or payments paid or made to personnel performing functions under the project if the amount of the salary or payment increases or decreases based on a predetermined number of births, number of family planning acceptors, or number of acceptors of a particular method of contraception that the personnel affect or achieve.
- (5) A person must not be denied any right or benefit, including the right of access to participate in any program of general welfare or health care, based on the person's decision not to accept family planning services offered by the project.
- (6) The project must provide family planning acceptors comprehensible information about the health benefits and risks of the method chosen, including those conditions that might render the use of the method inadvisable and those adverse side effects known to be consequent to the use of the method. This requirement may be satisfied by providing information in accordance with the medical practices and standards and health conditions in the country where the project is conducted through counseling, brochures, posters, or package inserts.
- (7) The project must ensure that experimental contraceptive drugs and devices and medical procedures are provided only in the context of a scientific study in which participants are advised of potential risks and benefits.
- (8) With respect to projects for which USAID provides, or finances the contribution of, contraceptive commodities or technical services and for which there is no sub award or contract under this award, the organization implementing a project for which such assistance is provided must agree that the project will comply with the requirements of this paragraph while using such commodities or receiving such services.
- (9)



- i) The recipient must notify USAID when it learns about an alleged violation in a project of the requirements of subparagraphs (3), (4), (5), or (7) of this paragraph.
- ii) The recipient must investigate and take appropriate corrective action, if necessary, when it learns about an alleged violation in a project of subparagraph (6) of this paragraph and must notify USAID about violations in a project affecting a number of people over a period of time that indicate there is a systemic problem in the project.
- iii) The recipient must provide USAID such additional information about violations as USAID may request.

c. Additional Requirements for Voluntary Sterilization Programs

(1) Funds made available under this award must not be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.

(2) The recipient must ensure that any surgical sterilization procedures supported, in whole or in part, by funds from this award are performed only after the individual has voluntarily appeared at the treatment facility and has given informed consent to the sterilization procedure. Informed consent means the voluntary, knowing assent from the individual after being advised of the surgical procedures to be followed, the attendant discomforts and risks, the benefits to be expected, the availability of alternative methods of family planning, the purpose of the operation and its irreversibility, and the option to withdraw consent any time prior to the operation. An individual's consent is considered voluntary if it is based upon the exercise of free choice and is not obtained by any special inducement or any element of force, fraud, deceit, duress, or other forms of coercion or misrepresentation.

(3) Further, the recipient must document the patient's informed consent by (i) a written consent document in a language the patient understands and speaks, which explains the basic elements of informed consent, as set out above, and which is signed by the individual and by the attending physician or by the authorized assistant of the attending physician; or, (ii) when a patient is unable to read adequately a written certification by the attending physician or by the authorized assistant of the attending physician that the basic elements of informed consent above were orally presented to the patient, and that the patient thereafter consented to the performance of the operation, the receipt of this oral explanation must be acknowledged by the patient's mark on the certification and by the signature or mark of a witness who speaks the same language as the patient.

(4) The recipient must retain copies of informed consent forms and certification documents for each voluntary sterilization procedure for a period of three years after performance of the sterilization procedure.

d. Prohibition on Abortion-Related Activities:

(1) No funds made available under this award will be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as



a method of family planning; (ii) special fees or incentives to any person to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and, (v) lobbying for or against abortion. The term “motivate,” as it relates to family planning assistance, must not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.

(2) No funds made available under this award will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent, or consequences of abortions is not precluded.

e. The recipient must insert this provision in all subsequent sub awards and contracts involving family planning or population activities that will be supported, in whole or in part, from funds under this award.

46. CONDOMS (ASSISTANCE) (SEPTEMBER 2014)

Information provided about the use of condoms as part of projects or activities that are funded under this agreement shall be medically accurate and shall include the public health benefits and failure rates of such use and shall be consistent with USAID’s fact sheet entitled “USAID HIV/STI Prevention and Condoms”. This fact sheet may be accessed at: <http://www.usaid.gov/sites/default/files/documents/1864/CondomSTIIssueBrief.pdf>.

The prime recipient must flow this provision down in all sub awards, procurement contracts, or subcontracts for HIV/AIDS activities.

47. PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (ASSISTANCE) (SEPTEMBER 2014)

(a) The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this agreement may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.



(b)(1) Except as provided in (b)(2), by accepting this award or any sub award, a non-governmental organization or public international organization awardee/sub awardee agrees that it is opposed to the practices of prostitution and sex trafficking.

(b)(2) The following organizations are exempt from (b)(1):

(i) the Global Fund to Fight AIDS, Tuberculosis and Malaria; the World Health Organization; the International AIDS Vaccine Initiative; and any United Nations agency.

(ii) U.S. non-governmental organization recipients/sub recipients and contractors/subcontractors.

(iii) Non-U.S. contractors and subcontractors if the contract or subcontract is for commercial items and services as defined in FAR 2.101, such as pharmaceuticals, medical supplies, logistics support, data management, and freight forwarding.

(b)(3) Notwithstanding section (b)(2)(iii), not exempt from (b)(1) are non-U.S. recipients, sub recipients, contractors, and subcontractors that implement HIV/AIDS programs under this assistance award, any sub award, or procurement contract or subcontract by:

(i) Providing supplies or services directly to the final populations receiving such supplies or services in host countries;

(ii) Providing technical assistance and training directly to host country

individuals or entities on the provision of supplies or services to the final populations receiving such supplies and services; or

(iii) Providing the types of services listed in FAR 37.203(b)(1)-(6) that involve giving advice about substantive policies of a recipient, giving advice regarding the activities referenced in (i) and (ii), or making decisions or functioning in a recipient's chain of command (e.g., providing managerial or supervisory services approving financial transactions, personnel actions).

(c) The following definitions apply for purposes of this provision: "Commercial sex act" means any sex act on account of which anything of value is given to or received by any person. "Prostitution" means procuring or providing any commercial sex act and the "practice of prostitution" has the same meaning. "Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act (22 U.S.C. 7102(9)).

(d) The recipient must insert this provision, which is a standard provision, in all sub awards, procurement contracts or subcontracts for HIV/AIDS activities.

(e) This provision includes express terms and conditions of the award and any violation of it shall be grounds for unilateral termination of the award by USAID prior to the end of its term.



48. CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED

For Contracts of amounts in excess of \$150,000 must contain the Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).



APPENDIX A

SPECIAL CONTRACT TERMS AND CONDITIONS

LIQUIDATED DAMAGES FOR DELAY

Vendor acknowledges the urgent need for the Goods, as well as the difficulty of ascertaining at the time of contracting the precise nature and amount of actual damages that Buyer will suffer in the event of any delay in Vendor's performance.

In view of the foregoing, if Vendor fails

- (1) to make the Goods available for inspection and testing,
- (2) to deliver the Goods, or
- (3) to complete performance of the Related Services,

in strict compliance with the terms of the Contract, by the date(s) specified in the Order Form, the Buyer may, in addition and without prejudice to any of its other rights or remedies under the Contract (or otherwise available at law or in equity), deduct from any payment(s) due or to become due to Vendor, under or in connection with this or any other agreement between the Parties, as liquidated damages 0.5% of the total contract price for each calendar day of delay until delivery or performance is accepted up to a maximum amount of 5.0% of the total contract price. The Parties agree that these amounts represent a reasonable estimate of the actual damages anticipated at the time of contracting, and confirm that these amounts have been specifically negotiated and mutually agreed upon.

Once the maximum deduction has been reached, Buyer may, in addition and without prejudice to any other termination right set forth in the Contract, terminate this Contract for default without any further liability on its part (in which case Buyer may retain or collect, as applicable, the liquidated damages). In the event of timely or compliant



delivery of partial quantities, Buyer may, in its reasonable discretion, reduce the periodic or total deduction to the extent it deems appropriate.

Notwithstanding the imposition of liquidated damages in accordance with this Paragraph, Vendor shall proceed with delivery and performance of its obligations pursuant to the Contract unless otherwise instructed or approved in writing by Buyer.



APPENDIX B

SPECIAL CONTRACT TERMS AND CONDITIONS

MEDICAL EQUIPMENT

For USAID-funded projects, when purchasing US-made medical equipment, the US government Food and Drug Administration (FDA) classification will show whether an item requires FDA approval, such as an ultrasound machine. [See <http://www.accessdata.fda.gov/scripts/cdrh/cfdocs/cfPCD/classification.cfm>].

The FDA stipulates certain quality standards to be met when an item is marketed in the US . If an item requires FDA approval – either a premarket approval letter for Class III equipment or a premarket notification (510(k) letter) for select Class I and II equipment – this requirement should be written into any requests for quotations/proposals so that vendors provide this certification as part of their quotation/proposal and can show they can provide the appropriate item meeting FDA quality standards. In addition, the following certification should accompany the vendor’s invoice:

“The undersigned supplier agrees and certifies that all products provided are covered by a valid FDA approval letter and/or otherwise are in compliance on the date of shipment with all applicable United States laws and regulations governing the delivery of regulated products in interstate commerce.”

For medical and laboratory equipment that are not marketed in the US and do not require FDA approval, there should be a regional comparable standard or indication of the quality expected written into solicitation requirements (e.g. CE, TUV, DGM, etc.)

In addition, the certified invoice shall be accompanied by such other documentation as may be requested by Buyer in relation to the Goods.



D. Buyer will promptly review invoices and PODs submitted to determine whether they are proper or not. Invoices determined to be proper will be paid by Buyer as specified in Article 6F. Invoices and PODs determined not to be proper due to the existence of deficiencies will be returned to Vendor, generally within ten (10) business days of submission, with major deficiencies noted for correction. In the event that an invoice is submitted which is partly proper and partly not proper, Buyer may, at its sole discretion, either return the entire invoice for correction or make payment of the proper portion and return the portion deemed not to be proper.

E. For shipments of pharmaceuticals, the invoice shall include batch number, expiry date and initial letters of the pharmacopoeia standard (e.g. USP, BP or EP). Also, with each invoice, Vendor shall provide a Certificate of Analysis, in a form and content acceptable to the Buyer and signed by a qualified individual associated with the Vendor or a competent independent organization, confirming the compliance of each and every batch supplied with the Contract's Specifications and regulatory authority's Standards.

F. For CPT, CIF, CIP and DDU shipments, the Air Waybill, for air shipment, or the Bill of Lading, for ocean shipment, must be clean, on-board, marked "freight paid" issued by the vessel-owning common carrier, and on a through basis (covering all intermodal and/or inland transportation, if any, to destination). The Certificate of Insurance, if the Contract calls for delivery on a CIP basis, shall provide all risk marine cargo insurance on terms no less favorable than the Institute Cargo Clause (All Risks), including war risks and strike clauses if available. The amount of coverage shall be 110% of the delivered price of the Contract. Coverage shall be from Vendor's facility in the country of manufacture to destination. Except as may be otherwise authorized by Buyer, any insurance policy shall be in favor of JSI as the insured, and any loss proceeds shall be payable in United States Dollars.

G. Payment(s) shall be made by the Buyer to Vendor in accordance with the Prices stipulated in the Contract. Invoices determined to be proper will generally be paid within thirty (30) days after receipt of the invoice, subject always to Buyer's prior receipt of funds under the USAID Contract. Notwithstanding the foregoing, Buyer accepts no responsibility for late payment resulting from Government acts or omissions. Unless otherwise specifically stated, payment shall be 100% upon delivery to and acceptance by Buyer or the Government. Buyer may request reasonable security for any advance payment(s), in a form and substance acceptable to Buyer and the Government, and with all costs thereof to be for Vendor's account.

I. If payment(s) will be made electronically, Vendor shall be solely responsible for providing Buyer with correct wiring information. All costs and risks arising out of, relating to, or resulting from such wiring shall be borne by Vendor.